



This Request for Applications will be provided in alternative formats for individuals with disabilities upon request.

REQUEST FOR PROPOSALS (RFP)

DATE ADVERTISED: September 20, 2017

RFP TITLE: Best Start for Kids: School-Based Health Enhancement

DUE DATE: Wednesday, Nov. 1, 2017 – no later than 2:00 PM

CONTACT: Chris D'Abreau – CPRES-BSK@kingcounty.gov – (206) 263-5900

Proposals are hereby solicited and will only be received by email to:

CPRES-BSK@kingcounty.gov

Table of Contents

- I. Introduction
- II. Strategy
- III. Data
- IV. Timeline
- V. Rating Criteria
- VI. Review Process
- VII. Appeals Process
- VIII. General Information and Terms
- IX. Information Session Webinar
- X. Checklist
- Attachment 1: RFP Response Cover Sheet
- Attachment 2: Application
- Attachment 3: Community Services Agreement

If you are unable to submit via email, contact Chris at 206-263-5900 for alternate arrangements.

I. Introduction

A. BSK Description

Best Starts for Kids (BSK) is an initiative to improve the health and well-being of King County by **investing in promotion, prevention, and early intervention** for children, youth, families, and communities. Best Starts for Kids is rooted in the fundamental belief – from within King County government and across King County’s richly diverse communities – that our county is a region of considerable opportunity, and that we all benefit when each and every King County child, youth and young adult is supported to achieve their fullest potential. Lives of health, prosperity and purpose must be within reach for every King County resident. With Best Starts for Kids, we will work to assure that neither zip code nor family income constrain our young people from pursuing lives of promise and possibility.

All the work of Best Starts for Kids will aim to drive toward the following three overarching results:

- Babies are born healthy and are provided with a strong foundation for lifelong health and wellbeing.
- King County is a place where everyone has equitable opportunities to be safe and healthy as they progress through childhood, building academic and life skills to be thriving members of their communities.
- Communities offer safe, welcoming and healthy environments that help improve outcomes for all of King County’s children and families, regardless of where they live.

B. EQUITY AND SOCIAL JUSTICE

For many in our region, King County is a great place to live, learn, work and play. Yet we have deep and persistent inequities - especially by race and place - that in many cases are getting worse and threaten our collective prosperity. Launched by King County Executive Ron Sims in 2008 and formalized by Executive Dow Constantine and the Metropolitan King County Council via ordinance in 2010, Equity and Social Justice (ESJ) is an integrated part of the County’s work and foundational to the work of Best Starts for Kids. Our goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power, and resources. For all BSK funded programs, we seek to support organizations that are reflective of and embedded in the communities they serve, and recognize and address the disparities and disproportionality that exist in our communities.

II. STRATEGY

A. DESCRIPTION

SBHCs are part of our county safety net system and are focused on providing services to children and adolescents who go without care. School-Based Health (SBH) is a programmatic approach to meet the health and behavior needs of youth, and falls within the BSK strategy to Sustain the Gain for children aged 5-24 years.

Funds through this RFP will be awarded to a health organization (“sponsor”) of an existing school-based health center (SBHC) to enhance or expand current services with the goal of impacting the indicators described below. The SBH strategy has been developed to contribute toward progress in achieving the overall results for the initiative. To help quantify the three overarching results, BSK is specifying both headline and secondary indicators. Headline indicators quantify long-term, aspirational goals for BSK and will be used to align partners and investment strategies. Secondary indicators represent intermediate milestones on the road to improving the headline indicators and are more closely related to a BSK strategy area. The headline and secondary indicators for SBH are:

Headline indicators:

- Youth who graduate from high school on time
- Youth and young adults who are in excellent or very good health
- Youth who are not using illegal substances

Secondary indicators:

- Decreased chronic absenteeism
- Good grades in school
- Adult support
- Increase belief in ability to succeed
- Strong peer relationships
- Strong school relationships
- Decrease adolescent births

The applicant and any partners should assess and develop strategies for addressing the physical health, mental health, and health care access needs of students identified as at-risk for poor academic and/or health outcomes. In addition, the health sponsor is expected to integrate their services within the network of services and partnerships already serving the school and its community.

Public Health Seattle & King County (PHSKC) will prioritize proposals that:

- Demonstrate an advanced stage of readiness for implementation
- Demonstrate potential impact on health equity for the host school/community
- Demonstrate potential impact on the headline and/or secondary indicators for the school-based health strategy as described above.

B. ELIGIBILITY

Funds through this RFP will be awarded to a health organization (“sponsor”) of an existing school-based health center (SBHC) and any subcontracted partners to enhance or expand current services. An existing SBHC is defined a school-based clinical site that offers comprehensive medical and mental health services. Existing services must be free and available to all students regardless of ability to pay.

- Enhanced services may be universal (school-wide) or selective (SBHC users or a subset thereof). Both clinical and non-clinical services are eligible.
- Enhanced services may be deployed at one SBHC or across multiple sites. (Only one application is necessary for multiple site proposals.)
- Enhanced services should seek to address inequities in health and/or academic outcomes.
- Enhanced services should have at least one SMART¹ goal and a clear way to measure results. Performance-based contracting will be based on achievement of this goal.
- Funds may be used to add FTE for staff members not currently employed full time to expand the scope and/or availability of existing services.
- Funds may be used to add staffing to provide part time services for a school that is nearby an existing SBHC (satellite services).
- Enhanced services will commence in September of the 2017-2018 school year.
- Funding may not be used to supplant any existing fund sources or to support any currently funded activities/FTE.
- Funding may not be used for capital expenses or equipment.
- Matching funds are not required.

¹ Specific, measurable, achievable, relevant, and time-bound. More information on SMART goals [here](#).

C. INVESTMENT AVAILABLE

2-3 year contracts beginning SY 2017-2018	Up to \$100,000 per year
----------------------------------------------	--------------------------

\$375,000 is the total annual funding amount available for this strategy. The number of awards made will depend on the amounts requested. We anticipate funding between 4 and 7 applicants (\$50k to \$100k annually per award). Ongoing funding shall be contingent on program performance and continued funding availability through King County biennial budget process.

D. EXAMPLES OF POSSIBLE APPROACHES AND STRATEGIES

The following are solely provided as examples of activities that could be supported by this funding opportunity. However, this list is not meant to exclude other possible activities. Proposed activities should relate to one or more of the indicators listed, as well as consider BSK's core principles.

- Adding a family planning health educator to promote the use of long acting reversible contraceptive options.
- Increasing the FTE of a part time mental health provider to address unmet mental health needs.
- Adding a part time health educator to support youth-led health promotion activities and campaigns.
- Contracting with a partner agency to provide suicide prevention programming to the school population.
- Adding a nutritionist to promote healthy eating and active living.
- Contracting with a partner agency to fund a chemical dependency interventionist to provide prevention efforts school-wide.
- Participation by SBHC in school-wide efforts, e.g. implementation of social emotional learning program; leading staff professional development on trauma-informed schools; participation in restorative practices, etc.

III. DATA

A. OVERVIEW

If you receive funding, Best Starts for Kids will need your participation in data collection and reporting activities to support evaluation and learning. You will be asked to continue reporting data that you are already reporting to PHSKC. You will also be asked to participate in minimal BSK-specific evaluation activities. You are NOT required

to submit a detailed evaluation plan as part of your application. After funding decisions have been made, BSK Evaluation staff will work collaboratively with grantees to identify mutually agreed upon evaluation goals. We want to build a strong relationship with our grantees. With consistent communication and mutual trust, we will collectively learn from successes and challenges. BSK Evaluation staff will look forward to working with you.

B. DATA RESOURCES

BSK values all sources of data and information. While the use of data resources is not required, we have compiled some King County data resources so that everyone has equal access to information. Indicators identified for BSK can be found here: www.kingcounty.gov/bskindicators.

To see what is available, please visit the [Data Resources](http://www.comunitiescount.org/index.php?page=data-resources) page on the Communities Count website: <http://www.comunitiescount.org/index.php?page=data-resources>

IV. TIMELINE

The following timeframe represents the tentative schedule of the entire process, from RFP solicitation to notice of award. The dates listed here are subject to change.

RFP Issued	Sept. 20, 2017
Information Session (webinar)	Sept. 28, 2017 (3:00–4:00pm)
Final Day to Ask Questions	Oct. 12, 2017
RFP Addenda Issued (if necessary)	Oct. 17, 2017
RFP Responses Due	Nov. 1, 2017
Interviews with applicants (if necessary)	Oct. 12 – Nov. 8, 2017
Responses Reviewed and Rated	Nov. 2 - 16, 2017
Notice of Selected and Non-Selected Proposals	Nov. 30, 2017
Selected Proposals List Published	Dec. 5, 2017

V. RATING CRITERIA

Proposals will be reviewed and evaluated by a review committee. The process for choosing projects will include evaluation of the narrative and accompanying documents. Below are the selection criteria that will be used during the evaluation/review process. Please consider using the rating criteria headings below to organize your project narrative.

CRITERIA		Points
1. PROPOSED PROJECT GOALS		10 points
Strong	Weak	
Project proposal clearly illustrates activities related to chosen strategy/activity focus.	Project proposal vague or not clearly related to chosen strategy/activity focus.	
Proposal clearly articulates how proposed activities should contribute to BSK indicators outlined in proposal guidelines.	Proposal does not articulate how proposed activities should contribute to BSK indicators outlined in proposal guidelines.	
Goal/s identified in project proposal appear to be achievable within the timeline and funding level proposed.	Goal/s identified are unlikely to be achieved within proposed funding and timeframe.	
2. EQUITY		10 points
Strong	Weak	
Application clearly defines disproportionality, disparity/ies, or other gaps in services or approaches focusing on subgroups of youth, and how the project will address it.	Application provides limited explanation of a disproportionality, disparity/ies, or other gaps in services or approaches focusing on subgroups of children and youth, and how the project will address it.	
Proposal has a plan to genuinely involve youth and community in the planning, implementation and evaluation of the program	Proposal does not have a clear plan to involve youth and community in the planning, implementation and evaluation of the program.	
<i>*Community data or community information will be accepted to define health inequalities</i>		
3. BUDGET		Not Rated
<ul style="list-style-type: none">○ Proposed budget costs are reasonable and justified○ Budget is complete and aligns with proposed activities		
Total		

VI. REVIEW PROCESS

Review committees may consist of King County staff, external subject matter experts, evaluators, members of the BSK Children and Youth Advisory Board (CYAB), community members, and members or designees of the King County Council (as non-voting members). Final selection of awardees will be made by division directors based upon

recommendations from the review committees. King County will execute contracts based upon the final selection.

VII. APPEALS PROCESS

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or proposal and, if appropriate, the level of funding to be allocated. Written notification will be sent via email to the email address(s) submitted on the cover sheet.

Any applicant wishing to appeal the decision must do so in writing within four (4) working days of the email notification of PHSKC's decision. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in this RFP.
- Failure to adhere to published criteria and/or procedures in carrying out the RFP process.

Appeals must be sent by mail or email to the person listed as the Contact on page 1.

Public Health will review the written appeal and may request additional oral or written information from the appellant organization. A written decision from Public Health will be sent within four (4) working days of the receipt of the appeal. This decision is final.

VIII. GENERAL INFORMATION AND TERMS

When submitting electronic files:

Use the following naming convention in your email subject heading and for the name of the electronic file: **"BSK-013-17-*ApplicantName*"**

Late Submissions: Late submissions will not be accepted. Your submission must be received via email by the deadline or it will not be reviewed. We encourage you to submit your application early to avoid any errors in submission.

- A.** King County is an [Equal Opportunity Employer](#) and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any disability. See [KCC chapter 12.16](#).
- B.** All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed agreement is completed between King County and the selected recipient(s). Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual

materials that are submitted as support documents with a submittal. Those materials will be available for review at a King County office to be determined.

- C.** No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the submittal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D.** Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E.** King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F.** In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted online. If desired, a hard copy of any addenda may be provided upon request.
- G.** King County is not liable for any cost incurred by the Proposer prior to issuing the agreement.
- H.** An agreement may be negotiated with the Proposer(s) whose proposal would be most advantageous to King County in the opinion of the Seattle - King County Department of Public Health, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I.** It is proposed that if a selection is made as a result of this RFP, a letter agreement will be negotiated with each successful Proposer. Refer to Section 9 below for the rating and selection process.
- J.** The contents of the proposal of the selected Proposer shall become contractual obligations if an agreement ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- K.** An agreement between the Agency and King County shall include all documents mutually entered into specifically including the agreement instrument, the original RFP as issued by King County, and the response to the RFP. The agreement must include, and be consistent with, the specifications and provisions stated in the RFP. Please refer to Part 8 below for more information about the subsequent agreement.
- L.** News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Seattle-King County Department of Public Health.
- M.** Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.

- N.** Proposals and other material submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for agreement award will be available for inspection and copying by the public. If not received at the time of submittal, King County may request an electronic copy of your response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of their proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting qualifications, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

TYPE OF EXEMPTION	BEGINNING PAGE / LOCATION	ENDING PAGE / LOCATION

- O.** Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- P.** During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of submittals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- Q.** King County agencies’ program staff members are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Chris D’Abreau, Contract Specialist
(206) 263-5900
CPRES-BSK@kingcounty.gov

IX. INFORMATION SESSION WEBINAR

PHSKC will conduct a pre-proposal Webinar for proposers to ask questions, raise concerns, and receive clarification about the RFP.

Proposers are highly encouraged but not required to attend the pre-proposal conference. Those who do attend should review the RFP prior to attending. We will record the conference and post it at the web address below.

Pre-Proposal Webinar: Thursday, Sept. 28, 3:00pm - 4:00pm

This is an online conference only. To join the presentation, click [here](#).

Audio via phone at 206.263.8114, conference ID #239240

Any addenda to this RFP will be posted online at www.kingcounty.gov/health/rfp by close of business on Tuesday, Oct. 17, 2017.

X. CHECK LIST

Please use the following checklist to ensure that your application is complete. Incomplete or applications that do not follow instructions will not be considered.

Complete	ITEM
<input type="checkbox"/> Yes	Submitted by the due date listed on page 1
<input type="checkbox"/> Yes	Submitted electronically to CPRES-BSK@kingcounty.gov
<input type="checkbox"/> Yes	Size 12 Arial font, 1-inch margins, page-numbered
<input type="checkbox"/> Yes	Attachment 1 RFP Response Cover Sheet completed and signed
<input type="checkbox"/> Yes	Attachment 2 Narrative Response completed (5-6 page narrative)
<input type="checkbox"/> Yes	Narrative response addressed all required sections
<input type="checkbox"/> Yes	Reviewed Attachment 3 Community Services Agreement and agree to terms by signature on the Cover Sheet

ATTACHMENT 1: RFP RESPONSE COVER SHEET

Applicant Information:

Organization Name:	
If applicable, Web address:	
Address:	
Director Name:	

Primary Contact Information:

Name:			
Title			
Phone:		Email:	

Secondary Contact Information:

Name:			
Title			
Phone:		Email:	

All submitted RFP responses become public information and may be reviewed by anyone requesting to do so at the end of the selection process. RFP responses will become the property of King County and will not be returned to the applicants. Proposals shall include this RFP Response Cover Sheet, signed and dated by the President of the Board, Executive Director, or someone who has the full authority to legally bind the entity submitting the RFP response to the contents of the RFP response.

I understand the terms and conditions of the RFP and agree to meet the requirements of PHSKC if an award is made. All information provided in this proposal is true and accurate to the best of my knowledge. I have read the Community Services Agreement and the King County terms and conditions therein (Attachment 3) and do hereby accept them as presented. I understand that the actual agreement will be sent subsequent to award for my signature.

Signed:	Date:
Title:	

ATTACHMENT 2: APPLICATION

Organization Name:

Total amount requested:

Project/Program Name:

Summary of proposed project (2-3 sentences maximum):

Demographics of who will be served:

What age group will you serve with this program?

- ☐ Elementary
- ☐ Middle School
- ☐ High School

What area(s) will you serve with this program? Find map [here](#).

- ☐ All of King County
- ☐ North King County
- ☐ East King County
- ☐ South King County
- ☐ City of Seattle, specify neighborhood(s): _____
- ☐ Other city unincorporated area, or neighborhood in King County, specify:

Service Area Type:

- ☐ Rural
- ☐ Urban
- ☐ Suburban

PROJECT NARRATIVE (SCOPE OF WORK)

Please address all of the questions below in a 5-6 page narrative. The narrative should be written in 12-point Arial font, single-spaced with 1-inch margins. Please ensure that there is sufficient detail in your narrative in order for reviewers to have a clear understanding of your chosen strategies and approaches.

What are you trying to change?

- 1) What disparity/inequity (such as the achievement gap, gaps in services for particular communities, lack of services available etc.) will your program address? How will your program align with Best Starts for Kids [indicators](#)?
- 2) What community information or data demonstrate this inequity?

How are you trying to change it?

- 3) Describe your proposed SBHC service enhancement.
 - a. What do you plan to do? Why did you choose this approach? Include the staffing model and any additional FTE you will be adding.
 - b. Who do you plan to serve (community description, race/ethnicity, income level, etc)? How many people do you plan to serve?
 - c. Why is your organization well suited to successfully implement this program?
 - d. How will equity be incorporated throughout your work (planning, implementation, and evaluation)?
- 4) Clearly describe how community and young people have been and/or will be involved with planning, implementation and evaluation of the proposed program.

How will you pay for it?

- 5) Please provide a brief budget narrative explaining your proposed expenses.
 - a. Describe any non-BSK funds you will be leveraging for your project. (Matching funds are not required.)
 - b. Clearly indicate if any funds will be subcontracted to partner agencies.
 - c. Describe how BSK funds will only be used to fund new activities and not to fund any currently existing activity or to supplant or replace any existing fund source.

What else would you like to share?

ATTACHMENT 3: COMMUNITY SERVICES AGREEMENT

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of

a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.

- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.
- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per

trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Recipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Agreement pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. The County will give advance notice to the Recipient in the case of fiscal audits to be conducted by the County. The Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents. The Recipient shall inform the County in writing of the location, if different from the Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.
- B. A Contractor, for-profit or non-profit that is not subject to the requirements in **SECTION 7. A.** and receives in excess of \$100,000 in funds during its fiscal year from the County, shall provide fiscal year audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year (if applicable, see **SECTION 7. E.**).
- C. Non-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) form 990 within 30 days of its being filed; and 2) a full set of annual financial statements.
- D. For-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) income tax return within 30 days of its being filed; and 2) a full set of annual financial statements.
- E. A Contractor that is not subject to the requirements in **SECTION 7. A.** may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the

Contractor's Board of Directors, provided the Contractor meets the following criteria:

1. That financial reporting and any associated management letter show no reportable conditions or internal control issues; and
2. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, and/or others by reason of this

Agreement. The Recipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property

which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

B. **Requirements of King County Living Wage Ordinance**

In accordance with King County Ordinance 17909, as a condition of award for agreements beginning on or after April 1, 2015, for services with an initial or amended value of \$100,000 or more, the Recipient agrees that it shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Agreement. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Recipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Agreement; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a "Measurable Amount of Work" is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Agreement, but that is not less than a total of one hour in any one week period.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Recipient, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within

which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docuSign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS